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| E: Item 12 Bocs not apply if the solicitation includes the provisions at 52.214-15, Misignam Bid Acceptance Period. in compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless at different period on the date for receipt of ciffers specified above, to furnish any or all items types which prices are offered at the price and appearing match item delivered at the designand point(s), within the time specified in the schools. 3 DISCOUNT FOR PROWIT PAYMENT (\$40 Section I, Charse No. 52.232-8) 4 ACKNOWLEDOMENT OF AMENDMENTS ANE NOW Section I, Charse No. 52.232-8) 4 ACKNOWLEDOMENT OF AMENDMENTS ANE NOW Section I, Charse No. 52.232-8) 4 ACKNOWLEDOMENT OF AMENDMENTS ANE NOW Section I, Charse No. 52.232-8) 4 ACKNOWLEDOMENT OF AMENDMENTS ANAME AND Section I, Charse No. 52.232-8) 4 ACKNOWLEDOMENT OF AMENDMENTS ANE NOW Section I, Charse No. 52.232-8) ACCEPTED AS A SALLY A FOLLOW A SALLY ANAME A | X HISPECIAL CONTRACT RECUE | IN DATA | | X | I | INSTES COND | S. AND NO | TICES TO OFFEROM | | |
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| ANET L. OLSON, Contracting Officer | • | | | | | see Sec | tion G | | | |
| ANET L. OLSON, Contracting Officer | WAME OF CONTRACTING OFFICER | (Type or print) | | | | 28 UNITED OF | ATTE OF A | MENG | | |
| PORTANT Award will be made on this Form, or on Standard Form 26 - hand and Minney of Comment Office Office | ANET L. OLSON, Contract | ing Officer | | | | A. A. | 4 W. | 10.00 | l . | |
| | PORTANT . Award will be made on this | Form or on Sten | ard Form 26 | | | (Simone) | 7.7. 0 | 5 | 131.20M | 01 |

STANDARD FORM 25 (REV. AST) Presented by OSA PAR (© OPIN 52-214(a)

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SECTON B SUPPLIES OR SERVICES AND PRICES/COSTS

| ITEM | DESCRIPTION | <u>OTY</u> | <u>U/I</u> | UNIT PRICE | EXT AMOUNT |
|--|--|------------|------------|---------------------------------|------------------|
| | BASE YEAR | | | | _ |
| | Provide nonpersonal professional services to design, develop and administer a part-time leadership management development program for 10-12 Seattle District Corps of Engineers employees. Services shall begin 01 June 2001 and continue through 31 July 2002. All work shall be performed in strict compliance with the attached Statement of Work, dated 1 December 2000, and all other terms and conditions incorporated herein. All costs associated with this line item will be inclusive of the following activities outlined in the Scope of work: | 14 | МО | s <u>6268</u> | <u>\$ 877</u> 58 |
| enoughtes Transco - contains Indiana | (a) Administrative/overhead costs associated with program development, curriculum planni and administration of the part time leadership management development program. | ing, | Cost | s 14582 | |
| | (b) Orientation/goal setting sessions to initiate program for Seattle District Corps of Engineer employees. (See Para. 3.4.5) | rs | Cost | s 255 | |
| The second secon | (c) Orientation/goal setting retreat, two and one half (2.5) days. Session includes accommodations for retreat; living and dining expenses for all retreat participants. (See Para. 3.4.6) | | Cost | s 10281 | |
| And the state of t | (d) Provide formal Graduate Level leadership and management class-room training. (See Para. 3.4.1) | | Cost | s 36,67 | 0 |
| See | (e) Field Trip: One five (5) day field trip. (See Para. 3.4.3) | | Cost | s 6600 | , |
| Andrews Comment | (f) Counseling Sessions. At least two (2). hours per Management Intern. (See Para, 3.4.5 | 9) | Cost | s <u>8150</u> s <u>3612</u> | |
| Profitience | (g) A two (2) day mid-year retreat for reflecting on learnings thus far, sharing feedba assessing goal achievement, and continuing teadevelopment. (See Para. 3.4.7) | ck, un | Cost | | |
| | (h) A one (1) day year-end retreat for additional reflection, introspection, and planning for future personal development. (See Para. 3.4.8) | al e | Cost | <u>; 1950</u> : <u>336</u> 0 | |
| | (i) Graduation ceremony to recognize achiever | nents | Cost | s 3360 | |

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| |)) | of the Management Interns and to celebrate to success of the year's activities. Not to exceed 50 people. (See Para. 3.4.14) Unscheduled meetings with | | HR | /50 | · 3600 |
|---|--|--|-----------|------|-------------------|-------------|
| • | The control of the control of | mentors, supervisors, human resources staff, appearances at ceremonies/presentations/programs put on by the Seattle District Corps of Engineers. (See Para. 6.8) | 2- | 1100 | <u>, 7 - 5 - </u> | <u>*</u> |
| (| XXXIAB | Travel/Per Diem in accordance with the Joint Travel Regulations. | 1 | LS | NTE | \$ 2,000.00 |
| (| OPTION | YEAR 1 | | | | |
| | The state of the s | Provide nonpersonal professional services to design, develop and administer a part-time leadership management development program for 10-12 Seattle District Corps of Engineers employees. Services shall begin 01 June 2002 and continue through 31 July 2003. All work shall be performed in strict compliance with the attached Statement of Work, dated 1 December 2000, and all other terms and conditions incorporated herein. All costs associated with this line item will be inclusive of the following activities outlined in the Scope of work: | 14 | MO | s 6519 | s 9/268 |
| | | (a) Administrative/overhead costs associated with program development, curriculum plant and administration of the part time leadership management development program. | ing. | Cost | s_15/65 | 5 |
| | 1 | (b) Orientation/goal setting sessions to initial program for Seattle District Corps of Enginee employees. (See Para. 3.4.5) | te ers | Cost | : 2656 | |
| | | (c) Orientation/goal setting retreat, two and one half (2.5) days. Session includes accommodations for retreat; living and dining expenses for all retreat participants. (See Para, 3.4.6) | 3 | Cost | <u>s 1669</u> | 1 |
| | | d) Provide formal Graduate Level leadership and management class-room training. See Para. 3.4.1) | • | Cost | s <u>38/3</u> : | 7 |
| | (| e) Field Trip: One five (5) day field trip. See Para. 3.4.3) | | Cost | : 6864 : 8476 | • • |
| | (1 h | f) Counseling Sessions. At least two (2). ours per Management Intern. (See Para. 3.4.) | 9) | Cost | • | |
| į | Q | g) A two (2) day mid-year retreat for | | Cost | <u>. 375</u> 7 | 2 |
| | | | | | | |

| made pro dell'alla con . | reflecting on learnings thus far, sharing feed assessing goal achievement, and continuing development. (See Para. 3.4.7) | back, team | | | |
|-----------------------------|--|---------------|------|--------------------|---------------|
| 5.7 | (h) A one (1) day year-end retreat for additi- reflection, introspection, and planning for fu- personal development. (See Para. 3.4.8) | onal ture | Cost | s 2028 | |
| . (est - armistrania - jepa | (i) Graduation ceremony to recognize achievof the Management Interns and to celebrate t success of the year's activities. Not to excee 50 people. (See Para. 3.4.14) | he | Cost | s 3494 | |
| L | | NTE | | 156 | 27/11 |
| 0002AA | Unscheduled meetings with mentors, supervisors, human resources staff; appearances at ceremonies/presentations/programs put on by the Seattle District Corps of Engineers. (See Para. 6.8) | 24 | HŘ | <u>s_/</u> | <u>3744</u> |
| 0002AB | Travel/Per Diem in accordance with the Joint Travel Regulations. | 1 | LS | NTE | \$ 2,060.00 |
| OPTION | YEAR 2 | | | | |
| 0003 | Provide nonpersonal professional services to design, develop and administer a part-time leadership management development program for 10-12 Seattle District Corps of Engineers employees. Services shall begin 01 June 2003 and continue through 31 July 2004. All work shall be performed in strict compliance with the attached Statement of Work, dated 1 December 2000, and all other terms and conditions incorporated herein. All costs associated with this line item will be inclusive of the following activities outlined in the Scope of work: (a) Administrative/overhead costs associated with program development, curriculum planniand administration of the part time leadership management development program. | 14 ng, | MO | s 6780 s 15,7 | <u> 94919</u> |
| (| b) Orientation/goal setting sessions to initiate rogram for Scattle District Corps of Engineer amployees. (See Para. 3.4.5) | ; S | Cost | s_2762 s_11,118 | 2 |
| a. | c) Orientation/goal setting retreat, two and me half (2.5) days. Session includes ecommodations for retreat; living and dining expenses for all retreat participants. See Para. 3.4.6) | | Cost | s_//,//8 | |
| (c) | Provide formal Graduate Level leadership ad management class-room training. | (| Cost | s 39,66 | 2 |

05

| (e) Field Trip: One five (5) day fice (See Para, 3,4,3) | eld trip. |
|---|-----------|
|---|-----------|

Cost s 7139

(f) Counseling Sessions. At least two (2) hours per Management Intern. (See Para. 3.4.9)

Cost s 88/5

(g) A two (2) day mid-year retreat for reflecting on learnings thus far, sharing feedback, assessing goal achievement, and continuing team development. (See Para. 3.4.7)

Cost s 3967

(h) A one (1) day year-end retreat for additional reflection, introspection, and planning for future personal development. (See Para. 3.4.8)

Cost \$ 2109

(i) Graduation ceremony to recognize achievements Cost of the Management Interns and to celebrate the success of the year's activities. Not to exceed 50 people. (See Para. 3.4.14)

: 3634

0003AA Unscheduled meetings with mentors, supervisors, human resources staff; appearances at ceremonies/presentations/programs put on by the Seattle District Corps of Engineers. (See Para. 6.8)

HR s/62 , 3,894

0003AB Travel/Per Diem in accordance with the Joint Travel Regulations.

LS NTE

NTE 24

I

\$ 2.122.00

SECTION C Descriptions and Specifications

Section C Description/Specifications/Work Statement

SPECIFICATIONS

Statement of Work, solicitation No.DACW67-01-R-0002, dated December 1, 2000, covering the general requirements for the services listed in the Schedule are attached hereto and made a part hereof.

CHANGES IN SPECIFICATIONS

The right is reserved, as the interest of the Government may require, to revise or amend the specifications prior to the date set for receipt of proposals. Such revisions and amendments, if any, will be announced by amendment(s) to this solicitation. Copies of such amendments as may be issued will be furnished to all prospective offers. If the revisions and amendments are of a nature that requires material changes' in quantities or prices offered, or both, the date set for receipt of proposals may be postponed by such number of days as, in the opinion of the Contracting Officer, will enable the offers to revise their proposals. In such cases, the amendment will include the announcement of the new date for receipt of proposals.



1 December 2000

STATEMENT OF WORK 2001 – 2002 Seattle District Management Intern (MI) Leadership Program

1.0 The Seattle District, U.S. Army Corps of Engineers is seeking an accredited academic institution or consultant to develop and administer a part-time leadership/management development program for 10-12 Corps of Engineers employees who are typically college educated and range in years of experience and place in career. Disciplines represented include science, engineering and administration. The overall objective of this program is to help these employees learn, grow and develop so they can be effective leader-managers within the Corps of Engineers and the Seattle District in particular. The base contract period is for the period beginning June 1, 2001 and ending July 31, 2002, with options to extend the contract as follows: OPTION YEAR I - June 1, 2002 through July 31, 2003; OPTION YEAR II - June 1, 2003 through July 31, 2004.

2.0 PROGRAM DESCRIPTION AND DEFINITIONS

- 2.1 The 2000 2001 Seattle District Management Intern Leadership Program (Referred to hereafter as the MI Program) announcement, Appendix A (see Section J of solicitation) describes the background, components, and scope of the MI Program. So long as the overall objective of the MI Program is attained, contractors may propose modifications to the program design contained in the MI Program announcement.
 - 2.2 A glossary of definitions is included as Appendix B (see Section J of the solicitation).

3.0 FACTORS CONSIDERED KEY TO THE SUCCESS OF THE MI PROGRAM

- 3.1 <u>Flexibility</u> to capitalize on opportunities and additional learning experiences or information which occur throughout the year, although not anticipated in the original design of the year's developmental activities. Additionally, flexibility is needed to be able to address the specific needs of the selected interns.
- 3.2 <u>Continuity</u> from one learning activity to another which is provided by the Contract Program Administrator who personally participates in all the key MI Program activities and brings together learning from separate activities into a cohesive whole. Lessons learned from one year to the next help overcome program design weaknesses and build on MI Program strengths.
 - 3.3 Development simultaneously at three levels:
 - a. Internal to the person.
 - b. Interpersonal among classmates and project teammates; and
 - c. Organizational throughout the Seattle District and within our Division, which is headquartered in Portland, Oregon.
 - d. The outcomes of this simultaneous development include:
 - (1) Heightened awareness of one's strengths and weaknesses as they pertain to leadership and management.
 - (2) Development and refinement of skills necessary to be an effective leader-manager, such as interpersonal communication, conflict management, innovation, situation leadership, stress management, values and ethics, management of change, budgeting, and related topics.
 - (3) Enhanced knowledge of how to be an effective team player.

- (4) Greater insight into the visions, values, missions, and culture of the Seattle District and the Corps of Engineers.
- 3.4 <u>Design Elements</u> which have proven successful during the 14 years of the MI Program are listed below. Contractors may propose other effective approaches to leader/manager development.
- 3.4.1 Graduate level class sessions which provide a variety of contemporary leadership and management concepts presented by leading professionals in their fields. (see par. 4.2.a).
- 3.4.2 A partnership of responsibilities between the Contract Program Administrator, Corps of Engineers MI Committee, mentors, supervisors and the Seattle District executive leadership illustrated through sharing the responsibilities for speakers, activities, time and resources, and emotional and technical support.
- 3.4.3 One five-day field trip, which is scheduled and arranged by the MI class in coordination with the Contract Program Administrator and the MI Steering Committee chair, to visit such sites as Corps construction and operating project offices, Portland and Walla District Offices and the Division Headquarters in Portland, Oregon, as well as other public and private sector organizations located in the Pacific Northwest (see para. 5.2).

The purposes of the field trip is to:

a. Provide a framework for understanding the Corps' role in the Northwest as well as Corps culture

in general.

- b. Begin identifying strengths and weaknesses within the organization which might be addressed by a team project.
- c. Provide insights into private sector leadership/management practices by visits to private sector organizations.
- d. Structure an informal setting in which the interns begin to form personal relationships and become acquainted with the Contract Program Administrator.

The Contract Program Administrator facilitates learning activities which enhance interpersonal relationships and accomplish program objectives. These activities will occur in the vehicles en route, as well as during extended evening sessions.

- 3.4.4 A minimum of eight guest speakers from inside and outside of the Corps of Engineers providing a variety of points of view from successful leaders.
- 3.4.5 A one-day MI Program orientation/goal-setting session held to initiate the program which occurs prior to the initial two day retreat. The orientation is conducted jointly by the Contract Program Administrator and the MI Committee. Topics include:
 - a. Introduction of MI's, Contract Program Administrator and MI Committee Representatives.
 - b. Roles and Responsibilities of the MI's, Contract Program Administrator, and MI Committee.
 - c. Calendar of Events Time commitments.
 - d. Dynamics of being a member of a learning group.
 - e. Background information on diagnostic tools used in the retreat.
 - f. Background on team projects and individual development plans.

- g. Objectives of the Initial Two-Day Retreat.
- h. Rationale for field visits.
- i. Question and Answer session.
- 3.4.6 An initial 2.5 day retreat held for reflection, introspection, Individual Development Plan (IDP) development and class bonding. (see para. 4.4.10).
- 3.4.7 A two-day mid-year retreat for reflecting on learnings thus far, sharing feedback, assessing goal achievement, and continuing both personal and MI class team development (see para. 4.4.11).
- 3.4.8 A one-day, year-end retreat for additional reflection, introspection, and planning for future personal development. (see para. 4.4-12).
- 3.4.9 Clear, candid, constructive feedback provided in confidential counseling sessions by the Contract Program Administrator to the interns. The objective is to help the interns gain insights into their progress regarding their IDP and leadership strengths and weaknesses, in order to build on the strengths and overcome weaknesses and blind spots which, if not corrected, might adversely influence their effectiveness as leader-managers. The Contract Program Administrator is expected to provide at least two in-depth counseling sessions with each MI. Additionally, the Administer will work with the MI class to involve each MI's supervisor (a separate one-hour session or other forum). The purpose is to build understanding, support and involvement of the supervisor in the employee's growth and development. Included will be review of the Individual Development Plan prepared during the initial retreat.(see para. 4.4.3.)
- 3.4.10 Readings from classic and contemporary literature on leadership and effective management (see Appendix E).
- 3.4.11 MI Program activities designed in a manner which provides sufficient time for group process and team development, for varying personality styles to gather and synthesize information and experiences, and for practice in using new behaviors and/or techniques.
- 3.4.12 Team projects which provide opportunities for the Management Interns to work closely in a smaller group toward jointly developed goals through participation on a project from concept to conclusion (see Appendix C).
- 3.4.13 Reflective essays prepared by each MI class member within a week after each monthly class/retreat and the field trip and shared with the Contract Program Administrator for coaching advice and feedback. These essays are confidential between the MI and the Administrator. Additionally, the MI class as a whole will prepare a monthly activity report, summarizing the activity and lessons learned, for distribution to the MI Steering Committee and the District Executive Team.
- 3.4.14 Written evaluations of the effectiveness of MI Program components and activities (see para.'s 4.2.i and 6.3) to be submitted to the MI Steering Committee Chair.
- * A graduation ceremony which is traditionally conducted during early June on an evening from 6:00 pm to 9:00 pm. The purpose is to recognize the achievements of the Management Interns and to celebrate the success of the year's activities. Management Interns, their significant others, MI Committee members, mentors and supervisors, and executives may be invited to participate in this evening which includes speeches, a special dinner, and presentation of graduation certificates by the District Commander and Contract Program Administrator.

3.4.15 Recognizing that leader-manager development is a lifelong, rather than a year-long process, an alumni dimension to allow for inter-class networking and to continue a focus toward improving personal leader-manager effectiveness. All MI alumni are invited to participate annually in MI alumni activities. The MI alumni schedule, arrange, and facilitate the alumni activities; the contractor is <u>NOT</u> responsible for any aspect of the alumni dimension.

4.0 PROGRAM REQUIREMENTS

Structure your proposal in the format provided in this section (i.e., address each topic in the exact order it is presented below).

- 4.1 Contract Program Administrator –
- a. Education: Masters-level degree in organizational development, organizational effectiveness, organization management, human behavior, counseling or related field.
 - b. Experience:
- (1) At least 5 years experience in applying management and leadership theory to facilitate leadership development in an organization (s), demonstrating ability to customize programs to fit the particular needs of the organization.
- (2) At least 5 years experience working with teams, demonstrating the ability to apply knowledge of team dynamics, including conflict resolution, to real organizational situations.
- (3) At least two years experience in leadership development for government agencies (or similar program for private sector). Description should demonstrate an understanding of the unique public service/"not for profit" and public responsibility focus that permeates leadership in the public sector and forms the foundation of government ethics.
- (4) At least 3 years experience in counseling and coaching people in both their individual and career growth, including the application of leadership theory to their own experiences and work.
- (5) At least three years experience facilitating graduate level experiential training for working adults.
- c. Recognition: Evidence of recognition for achievement in the field of organizational effectiveness (or related field).
- 4.2 Proposed Program Provide proposed program for approval within * calendar days after contract award to include the following:
- a. Provide curriculum outline for 80 hours (no more than eight hours, normally, to be conducted during any single month) of formal graduate-level leadership and management classroom training. Classes have traditionally been scheduled as follows, though contractors may propose other schedules;

7:30 am - 11:30 am Instruction
11:30 am - 1:00 pm Working Lunch
1:00 pm - 5:00 pm Instruction

Specify progressive goals and objectives, and target dates. Actual topics will be based on the needs of the Management Interns and dates will be negotiated upon final acceptance of a program proposal. Management Interns may not be scheduled into regularly scheduled university classes. Length of formal classroom modules will vary depending on subject coverage, time required for mastery, beneficial mix of developmental methodologies, and scheduling preferences of the Management Interns and Contract Program Administrator.

- b. Submit a calendar of major MI Program activities using projected dates (see Section J, Appendix D for example).
- c. Give an indication of the types (or specific names) of speakers that will be utilized for the classroom sessions (i.e., which speakers will be associated with which sessions). We are particularly interested in the mix of representatives from business, government, industry, universities, as well as the specific backgrounds of the selected individuals.
- d. Provide summary biographies of proposed speakers/lecturers. In addition, provide a summary paragraph that explains what this individual brings to the specific topic at issue.
- e. Other training (readings, tests, software, trips, etc.). Provide a listing of readings and books on leadership and management (see Section J, Appendix E for a list of readings which have traditionally been used). The Contracting Officer approves final list of readings. Discuss where and how these would be inserted into the program and what sort of group discussions would accompany such readings, etc.
- f. Provide a brief description (one to two pages is adequate) of the methods you would use to assess the leadership and management development training needs of the Management Interns and to structure and administer learning activities. Identify the diagnostic tools to be used. Tools which have traditionally been used in the MI Program include:
 - (1) Myers-Briggs Type Indicator (MBTI)
 - (2) Learning Styles Inventory (LSI)
 - (3) FIRO-B
 - (4) Social Styles Preference
 - (5) Thomas-Kilman Conflict Mode Instrument
 - (6) Contractors are encouraged to propose the use of other effective diagnostic tools.
 - g. Describe the coaching, counseling, and advising techniques to be used. Indicate examples
 - h. Describe the approach to be used for developing MI Individual Development Plans.
- i. Provide a description of the process you would follow to design and implement an effective mentoring program for the Management Interns. Mentors are volunteers from among the senior executive staff of the Seattle District.
- j. Provide a description of the facilities to be used for meetings and meals. Address the quality of the meals you are planning to provide for each type of dining situation (i.e., retreat, lunches, dinners, graduation, etc.). Classes will be conducted at a site other than Federal Center South, Seattle, Washington.
- k. Describe methods you will use to evaluate the effectiveness of MI Program activities (see para. 3.4.14 and 6.3).
- 4.3 Describe your organization's experience/capability in managing similar programs.
- 4.4 In developing your statement of costs, give consideration to the following:
 - 4.4.1 Time involved in developing, planning, and administering all phases of the MI Program.

- 4.4.2 Consulting time with the Corps of Engineers MI Committee. Allow at least four hours of consulting time with the MI Committee/District Executive Team prior to the orientation session and the initial retreat. On a monthly basis, the Contract Program Administrator is expected to meet with the MI Committee/District Executive Team at the Corps of Engineers, Seattle, Washington, for at least one hour to provide a status report on MI activities and to address concerns, resolve problems, or obtain guidance from the MI Committee/District Executive Team. (see para. 6.7).
- 4.4.3 Time involved in providing coaching, counseling, and advising to MI program participants and to mentors. The Contract Program Administrator will provide a minimum of two in depth confidential counseling sessions per MI. An additional session/or other forum will be arranged with the MI's supervisors to engage and involve them in the MI's development, including review of the Individual Development Plan prepared as part of the initial retreat.. (see para. 3.4.9).
 - 4.4.4 Time involved in planning and participating in the graduation ceremony (see para. 3.4.14).
- 4.4.5 Time involved in planning learning activities and traveling with the interns on a field trip to, for example, Corps construction and operating project offices, Northwestern Division Headquarters in Portland, Oregon, and to other Corps and public and private sector organizations located in the Pacific Northwest. The specifics of the trip will be developed by the MI class in coordination with the Contract Program Administrator and the MI Steering Committee chair. (see paras. 3.4.3 and 5.2).
- 4.4.6 Travel in the Northwest region and per <u>diem</u> for the Contract Program Administrator when accompanying the Management Interns on the one week field trip at Government-allowed travel and per <u>diem</u> rates.
- 4.4.7 Time involved providing instruction as well as costs for subcontracting of instructors, lecturers, and quest speakers for the initial orientation, retreat, formal classroom training, and closing retreat.
- 4.4.8 Catering and space facilities fees for lunch or dinner in conjunction with classroom activities at least once a month during September to June for the interns and invited guests, for an average of 20 meals per month.
- 4.4.9 Catering and space facility fees for a graduation ceremony to be conducted during June including a graduation dinner for a maximum of 50 people. The graduation ceremony is a planning effort of the Management Interns, the Contract Program Administrator, and the MI Committee.
- 4.4.10 Lodging, meals, and space facility fees for the interns, Contract Program Administrator, and instructional staff at the initial two and one-half day retreat (see para. 3.4.6).
- 4.4.11 Lodging, meals, and space facility fees for the interns, Contract Program Administrator, and instructional staff at the two-day mid-year retreat (see para. 3.4.7).
 - 4.4.12 Catering and space facility fees for lunch at the one-day, year end retreat (see para. 3.4.8).
- 4.4.13 All materials, books diagnostic tools, and training aids. These costs should be reflected in the price of each line item in Section B.
 - 4.4.14 Meeting space and lunch for the one-day MI Program orientation/Goal Setting Session.
- 4.4.15 The costs of mailing, clerical, telephone, office space, facilities, and any other overhead expenses associated with instruction and administration of the program.

$5.0\,$ Costs to be borne directly by the u.s. army . Corps of engineers which need not be included in contractor proposals

- 5.1 Travel and per <u>diem</u> of Corps of Engineers employees for approved MI Program activities outside the Seattle-Tacoma area. (With the exception of the initial 2.5 day retreat, the mid-year retreat, and the one-day year-end retreat).
- 5.2 Transportation of Corps of Engineers employees within the Seattle commuting area for approved MI Program activities.
 - 5.3 Paper, pens, pencils, three-ring binders, and similar common use student supplies.
 - 5.4 All costs associated with team projects.
- 5.5 Use of the U.S. Army Corps of Engineers inter-office mail system, with advance approval of the MI Committee.
- 5.6 Use of the Corps of Engineers facilities such as meeting rooms and audio-visual equipment, with advance approval of the MI Committee, for special meetings.

6.0 MISCELLANEOUS CONDITIONS AND ISSUES

- 6.1 Once a <u>contract</u> and Contract Program Administrator have been accepted, substitution of the Contract Program Administrator shall only be made with the written approval of the Contracting Officer. Contracting Officer's disapproval of substitute Program Administrator(s) may result in termination of contract award.
- 6.2 At the conclusion of the program, the Contract Program Administrator shall provide each MI with a certificate of completion suitable for framing.
- 6.3 In January and within 30 days after graduation (and elsewhere as needed), the Contract Program Administrator shall furnish the MI Committee with written reports evaluating the effectiveness of MI Program components and activities, and providing recommendations for changes and improvements (see paras. 3.4.14 and 4.2.j).
- 6.4 The contractor shall invoice one-fourteenth of the total contract fee for the basic instructional services on a monthly basis. The contractor shall invoice monthly for other consultation services ordered during the previous month. Monthly billings may be combined but must be itemized by CLIN number as specified in SECTION B of the contract.
- Option Year I, line item 0002, and 0002AA: The Seattle District Corps of Engineers may choose to exercise option Year I for an additional MI Program to begin June 1, 2002 and continue through July 31, 2003. If the Government so chooses, it will notify the Contractor of intent to exercise the option in accordance with Section H, FAR clause 52.217-9. The Government shall notify the Contractor of award no less than 30 days prior to June 1, 2002. Award shall be made at the initial price quoted by the Contractor in Schedule B for line item 0002 and 0002AA.
- 6.6 Option Year II, line item 0003, and 0003AA: The Seattle District Corps of engineers may choose to exercise option Year II for an additional MI Program to begin June 1, 2003 and continue through July 31, 2004. If the Government so chooses, it will notify the Contractor of intent to exercise the option in accordance with Section H, FAR clause 52.217-9. The Government shall notify the Contractor of award no less than 30 days prior to June 1, 2003. Award shall be made at the initial price quoted by the Contractor in Schedule B for line items 0003 and 0003AA.
- 6.7 Line items 0001AA, 0002AA, and 0003AA:

Administrative Coordination Meetings. Occasionally the contract Program Administrator will be requested to meet with the MI Committee, MI Supervisors or District Managers, or to participate in special events and meetings which are not specified in the statement of work. Twenty four hours of these meetings per year are estimated and the contractor will be paid at the specified hourly rate, as the meetings are performed.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.



SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY FULL TEXT

Period of Services

The Contractor shall furnish services under this contract beginning on date of award, and the contract shall remain in force until time specified in the Statement of Work..

52.242-15 STOP-WORK ORDER (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the
- incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--
- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any

other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

SECTION G Contract Administration Data

1. CONTRACT ADMINISTRATION DATA:

Seattle District, Corps of Engineers ATTN: CENWS-CT-CB-CU

PO Box 3755

Seattle, WA 98124-3755

Name: Sharon Gonzalez Phone: (206)764-3635

Contracting Officer Representative (COR) -

Name: Information to be provided at the time of award

Phone

2. Invoice Submittal:

Original + 2 copies to USACE Finance Center

ATTN; CEFC-AD-P 5720 Integrity Drive Millington, TN 38054-5005

One copy to Seattle District, Corps of Engineers

ATTN

PO Box 3755

Seattle, WA 98124-3755

3. Accounting and Appropriation Data:

Information to be provided at the time of award



SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

Per Diem Rate

Costs for per diem (lodging, meals, and incidental expenses) incurred by the Contractor during travel for performance of work under this contract will be reimbursed only to the extent that the costs do not exceed the rates and amounts set for Government employees in the Joint Travel Regulations (JTR). For work under this contract, the per diem rate will be no more than the rate specified in the JTR for the location or locations to which Contractor personnel must travel in performance of this contract.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)



SECTION I Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Neverthless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.202-1 DEFINITIONS. (OCT 1995)

- (a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency, and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.
- (b) Commercial component means any component that is a commercial item.
- (c) Commercial item means--
- (1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that-
- (i) Has been sold, leased, or licensed to the general public; or
- (ii) Has been offered for sale, lease, or license to the general public;
- (2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;
- (3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for-
- (i) Modifications of a type customarily available in the commercial marketplace; or
- (ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;
- (4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;
- (5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--
- (i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

- (ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;
- (6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;
- (7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or
- (8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.
- (d) Component means any item supplied to the Federal Government as part of an end item or of another component.
- (e) Nondevelopmental item means--
- (1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
- (2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
- (3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.
- (f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

52.203-3 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled-
- (1) To pursue the same remedies as in a breach of the contract; and

- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- "Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

- (a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -
- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--
- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
- (2) Rescind the contract with respect to which--
- (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--
- (A) Exchanging the information covered by such subsections for anything of value; or
- (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
- (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the

Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

- (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (b) The price or fee reduction referred to in paragraph (a) of this clause shall be--
- (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
- (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
- (3) For cost-plus-award-fee contracts--
- (i) The base fee established in the contract at the time of contract award;
- (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
- (4) For fixed-price-incentive contracts, the Government may--
- (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
- (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

- (1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.
- (3) The prohibitions of the Act do not apply under the following conditions:
- (i) Agency and legislative liaison by own employees.
- (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
- (B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

- (2) Technical discussions and other activities regarding the application or adaptation of theperson's products or services for an agency's use.
- (D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action:
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.
- (E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.
- (ii) Professional and technical services.
- (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--
- (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

- (D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.
- (E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.
- (c) Disclosure.
- (1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.
- (2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--
- (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.
- (d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.
- (e) Penalties.
- (1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.
- (f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

- 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- (a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

Printed or copied double-sided means printing or reproducing a document so that information is on both sides of a sheet of paper.

Recovered material, for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

- (1) Postconsumer fiber; and
- (2) Manufacturing wastes such as--
- (i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
- (ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.
- (b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.
- (c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarrent by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--
- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.
- (d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
- (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record

that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.
- (f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--
- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--
- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these:
- (2) For which cost or pricing data are required; or
- (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

- (a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable-
- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
- (ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--
- (1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and
- (2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.
- (B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--
- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:
- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 38 months.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that-

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart R:
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

- (a)(1) The worker is paid or is in an approved work training program on a voluntary basis;
- (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
- (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and
- (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

- (a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (b) During performing this contract, the Contractor agrees as follows:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

(a)) Definitions. As used in this clause--

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

- (1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.
- (b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--
- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.
- (c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

- (3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
- (d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
- (e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.
- (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

- (a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--
- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.
- (b) Postings. (1) The Contractor agrees to post employment notices stating--
- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
- (c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--
- (1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and
- (2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

- (b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."
- (c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

- (a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).
- (b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture,

distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about--
- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) though (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing

this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

- (a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).
- (b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.
- (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

- (a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.
- (b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

- (a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- (b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or

services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101.to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

- (a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.
- "All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.
- "After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.
- "After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.
- (b) The contract price includes all applicable Federal, State, and local taxes and duties.
- (c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
- (d) The contract price shall be decreased by the amount of any after-relieved Federal tax.
- (e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
- (h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)

- (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.
- (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

52.232-17 INTEREST (JUNE 1996)

- (a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:
- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

- (a) Invoice payments. (1) Due date--(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:
- (A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).
- (B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.
- (ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
- (2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--
- (A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.
- (B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.
- (C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.
- (D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.
- (ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.
- (3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable

agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

- (i) Name and address of the Contractor.
- (ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (viii) Any other information or documentation required by the contract (such as evidence of shipment).
- (ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.
- (4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.
- (i) A proper invoice was received by the designated billing office.
- (ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
- (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed

notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
- (ii) The following periods of time will not be included in the determination of an interest penalty:
- (A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).
- (B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.
- (C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.
- (iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.
- (iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.
- (6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.
- (7) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--
- (A) Is owed an interest penalty of \$1 or more;
- (B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and
- (C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.
- $(ii) (A) \ Contractors \ shall \ support \ written \ demands \ for \ additional \ penalty \ payments \ with \ the \ following \ data. \ No \ additional \ data \ shall \ be \ required. \ Contractors \ shall--$
- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
- (2) Attach a copy of the invoice on which the unpaid late payment interest was due; and
- (3) State that payment of the principal has been received, including the date of receipt.

- (B) Demands must be postmarked on or before the 40th day after payment was made, except that-
- (1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or
- (2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.
- (iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except-
- (1) The additional penalty shall not exceed \$5,000;
- (2) The additional penalty shall never be less than \$25; and
- (3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.
- (B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.
- (C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.
- (D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).
- (b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.
- (2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.
- (3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.
- (c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000)

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer

will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

- (b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32. Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.
- (c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:
- (1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.
- (2) The terms and conditions of the performance-based payments must--
- (i) Comply with FAR 32.1004;
- (ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and
- (iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.
- (3) The terms and conditions of the performance-based financing must be in the best interests of the Government.
- (d) The offeror's proposal of performance-based payment financing shall include the following:
- (1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).
- (2) A listing of--
- (i) The projected performance-based payment dates and the projected payment amounts; and
- (ii) The projected delivery date and the projected payment amount.
- (3) Information addressing the Contractor's investment in the contract.
- (e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of provision)

52.233-1 DISPUTES. (DEC 1998)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by

the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -
- (A) Exceeding \$100,000; or
- (B) Regardless of the amount claimed, when using -
- (1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or
- (2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disput resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting

Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

- (a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--
- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE III (APR 1984)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (f) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

- (a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.
- (b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101–510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) Definitions.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

- "Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

- (a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.
- (b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--
- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.
- (c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)

- (a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work

terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:
- (1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.
- (2) The total of--

- (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;
- (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and
- (iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.
- (3) The reasonable costs of settlement of the work terminated, including--
- (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
- (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
- (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.
- (i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.
- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted--
- (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
- (2) Any claim which the Government has against the Contractor under this contract; and
- (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.
- (1) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.
- (m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- (n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

- (a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--
- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).
- (2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.
- (b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- (e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

- (f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.
- (g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.
- (h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

- (a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

- (a) Definitions. As used in this clause—
- (1) "Arising out of a contract with the DoD" means any act in connection with—
- (i) Attempting to obtain;
- (ii) Obtaining, or

- (iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).
- (2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.
- (3) "Date of conviction" means the date judgment was entered against the individual.
- (b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--
- (1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;
- (2) On the board of directors of any DoD contractor or first-tier subcontractor;
- (3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or
- (4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.
- (c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.
- (d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—
- (1) Employing a person under a prohibition specified in paragraph (b) of this clause; or
- (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.
- (e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—
- (1) Suspension or debarment;
- (2) Cancellation of the contract at no cost to the Government; or
- (3) Termination of the contract for default.
- (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—
- (1) The person involved;
- (2) The nature of the conviction and resultant sentence or punishment imposed;
- (3) The reasons for the requested waiver; and
- (4) An explanation of why a waiver is in the interest of national security.

- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr2000.com.

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

- (a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.
- (b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

- (a) Definitions. As used in this clause--
- (1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).
- (2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.
- (b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-
- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

SECTION J List of Documents, Exhibits and Other Attachments

Section J Table Of Contents

- 1. Appendix A Announcement of the 1998-1999 Seattle District Management Intern Program (Provided for information purposes) (27 Pages)
- 2. Appendix B Glossary of Definitions (3 Pages)
- 3. Appendix C Guidelines for Management Intern Projects (3 Pages)
- 4. Appendix D Sample Calendar of Events (2 Pages)
- 5. Appendix E Readings (2 Pages)



ANNOUNCING THE:

2000 - 2001

SEATTLE DISTRICT MI PROGRAM *



* A Unique Leadership Development Experience

What the MI Program Did for Me

"The MI program has provided me with an opportunity and resources to learn leadership skills that are improving my work and personal life. These include communication skills, coaching, team building, and being aware of people's different learning and personality styles. From the work that we've done as a class, I've learned much about my own style and personal goals. It's helped me to stretch and look for challenges, and try things that I wouldn't have tried otherwise. Plus I've gotten a new, broader perspective on other organizations within the District and our customers. It's been a challenging and satisfying year.

--Lori Danielson

"The best part of the MI program has been the personal growth I have experienced. Through the books we read, the discussions we have had, and personal reflection, I have learned much more about my strengths and weaknesses, style and goals. This will only serve to make me a better leader at the Corps. I could only have done this in the safe environment we developed as a team. Having the opportunity to work with such a diverse group of people and grow as a team is a special opportunity. Once you know what it is like to work with a real team, you will not want anything less.

--Muffy Walker

"The MI program has offered me a lot with respect to development as a Project Manager with the Corps and in development as an individual. Becoming aware of my strengths and weaknesses and learning how to develop the weaknesses and improve on the strengths has really made a difference in me personally and professionally. Sally is not only a very knowledgeable instructor, she is also a great coach that will work with you one on one on issues such as leadership, communication, and balance of work with family. For those interested in working on their leadership and communication skills or in gaining a corporate perspective of the Seattle District Corps, I really recommend this class.

--Victor Ramos

"As a Power Plant Operator at Chief Joseph Dam, I felt I was almost at the top of my career ladder. The MI program gave me a new perspective and outlook on career opportunities. The MI year also gave me an opportunity to meet District personnel, visiting dignitaries, and a chance to learn how the District really functions. One of the most important lessons learned was prior to being accepted into the program. Never give up. On my fifth consecutive try, I was accepted into the program. All five tries were learning experiences. Team work, leadership, commitment, and communication skills were other important lessons learned that have helped me in my professional and personal life."

--Bob VanMeer

CENWS-HR (690-400B)

MEMORANDUM FOR All Supervisors and Managers

SUBJECT: 2000-2001 Seattle District MI Program

- 1. This spring we will be selecting the thirteenth class of Seattle District MIs. Details on the MI Program are included in the following pages of this announcement.
- 2. The MI Program represents our continuing commitment to develop our current and future leaders and managers. During these times of widespread and constant change, the need for inspired leadership and effective management becomes increasingly critical. The MI Program provides a totally unique opportunity for personal growth and leadership development.
- 3. Please encourage employees in your organization to carefully consider this outstanding developmental opportunity. This training is specifically designed to help employees gain the self-awareness and self-understanding required to achieve one's fullest potential. Most importantly, it requires a willingness to risk moving outside of one's comfort zone in order to experience significant growth and development. It also requires a substantial personal investment of time and energy. But the rewards of participation are many and varied, as our graduate MIs will attest.
- 4. I strongly encourage participation by field employees. Temporary reassignments to the District Office or periodic travel to Seattle for MI activities are two methods we are using to facilitate participation by field employees.
- 5. I look forward to receiving applications from throughout the District.

Enc JAMES M. RIGSBY

as Colonel, Corps of Engineers

Commanding

DIST: C

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2000-2001 Supplemental Applicant Questionnaire
Statement of Interest in the MI Program
Ability to Lead/Manage
Assessment of Appropriateness of Training to Occupation At This Stage in Career
Certificate of Understanding

OVERVIEW

The Seattle District MI Program is a part-time, year long, multi-faceted leadership and management development program. The MI Program includes an analysis of one's leadership style, guided preparation of an Individual Development Plan (IDP), attendance at graduate-level classes, field visits to other Corps offices and customers, attendance at District Executive Team meetings and other forums of interest, participation on team projects, briefings by the Commander, and a mentoring relationship with a senior manager.

BACKGROUND

The MI Program was designed in direct response to the need to systematically develop the leadership and management skills of the Seattle District's current and future leaders and managers. The MI Program is based on the premise that while some people are "born leaders", the vast majority of leaders are grown and developed. The commitment of the Commander and District executives to leadership and management development is reflected in the direct involvement of these leaders in many components of the MI Program. The transfer of the success-oriented, organizational culture and interrelationships which our current leaders have cultivated over a period of years is facilitated through various MI Program activities.

The first thirteen MI classes, to date, have included women and men, ages 29-54, serving in grades GS-9 through GS-15 (and equivalent skilled trades and crafts grades), with Federal service ranging from 4 to 33 years. Participation has included employees from Chief Joseph Dam Project, Spokane Area Office, Ft. Lewis Area Office, Hiram M. Chittenden Locks, and the District Office. The MI Program is open to all career fields. Employees selected thus far have been from a diversity of disciplines, including engineering, architecture, biology, computer specialist, community planner, contracting, EEO, law, human resources, power plant operator, public affairs, administrative officer, real estate, information management, outdoor recreation, power plant mechanic, management analysis, hydrology, lock and dam operations, program analysis, park management and budget analysis fields. A steering committee headed by Karen Northup manages the MI Program.

GOALS

- Identify and develop a pool of high potential leaders and managers for the Corps to draw upon in the future.
- Develop awareness and understanding of the visions and values of current Corps of Engineers leaders and managers.

- Increase awareness of the culture and protocol of the Seattle District and the corporate Corps as a whole.
- Assist MIs in clarifying and establishing their own values.
- Provide a forum for future leaders and managers to exchange ideas, understandings and appreciation for organizations and disciplines within the District.
- Foster group dynamics among MIs which will improve communication with the District across organizational lines.
- Provide a district-wide, focused approach to effective management methods and standards of competence.
- Provide career enhancement through increased self-awareness, improved skills and a broadened understanding of District activities.
- Forward understanding of the Corps Vision, Guide to the Future and Project Management Business Process.
- Differentiate between leadership and management skills and understand the need for both sets of skills.
- Foster the goals of the District's Equal Employment Opportunity Program.

TARGET AUDIENCE

The target audience for the 2000-2001 MI Program includes Seattle District employees who are serving in, or have clearly demonstrated potential for advancement to, leadership/management positions and are likely to make a substantial long-term contribution to the Corps

PROGRAM FEATURES

GROUP SIZE

Ten to 12 employees, selected from among field activities and the District Office, participate on a voluntary basis in the MI Program. The schedule of program activities will be tailored to meet the group and individual needs of selected participants, taking into consideration their duty stations. Among the options for employees with duty

stations outside of Seattle are temporary reassignment to the District Office or monthly travel to Seattle to participate in program activities.

DURATION

The program spans a 13-month period, beginning in June of 2000 and concluding in June of 2001. Employees participate on a part-time basis while assigned to their regular positions. Among the major activities:

- A one-day orientation session.
- An initial two day retreat focusing on self-analysis and preparation of an Individual Development Plan (IDP).
- 80 hours of formal graduate-level leadership and management training.
- A two-day mid-year retreat.
- 40-50 hours of field visits.
- 20 to 40 hours of attendance at senior staff meetings, briefings, discussions with mentors and special events.
- 100-200 hours participating on team projects.
- One day closing retreat for reflection and refocusing of IDPs.

MIs can expect to contribute approximately 200-300 hours of their own time for evening meetings, reading and studying, and working on team projects. MIs are typically away from their work areas an average of six hours in any work week. Site visits and work on team projects may result in absences from work areas for up to a week at a time.

PROGRAM MANAGEMENT

- An MI Steering Committee appointed by the District Executive Team manages the MI Program.
- The MI Steering Committee selects a qualified university or consultant to administer the MI Program.

- The Civilian Personnel Administrative Center (CPAC), (CENWS-HR), maintains liaison with the university/consultant and MI Steering Committee and provides administrative support.
- A 10 member MI Selection Panel, comprised of Division and Office Chiefs, reviews applications and makes recommendations to the Commander.
- The Commander selects the MI Program participants and maintains contact with the MIs throughout the year.

PROGRAM COMPONENTS

ONE-DAY ORIENTATION

The year's activities begin with a one-day orientation. The orientation provides an opportunity for the MIs, MI Program Administrator, and members of the MI Committee to get acquainted and to discuss respective roles and responsibilities. A brief history of the MI program and school is provided. The MIs have an opportunity to identify their expectations for the year and begin developing the norms and structures which will help them function as a team. They also begin planning the initial retreat.

INITIAL RETREAT

The MI Program commences with a two day "live-in" retreat. Time at the retreat is devoted primarily to lectures, small group discussions and personal introspection and self analysis on leadership effectiveness. Under the guidance of a specialist in leadership, the MIs explore the components of leadership, analyze individual leadership styles and begin preparing an Individual Development Plan (IDP). The retreat also provides the MIs and the MI Program Administrator with an opportunity to get better acquainted and to plan many facets of the year's activities.

MID-YEAR RETREAT

The mid-year retreat provides an opportunity for off-site reflection, instruction and feedback to participants. Participants often engage in a day using "Open Space Technology" to design their own learning agenda and discussions.

FIELD VISITS

To gain a better appreciation for field operations, the MIs will visit construction and operating project offices during the summer months. They receive leadership tips from front-line field managers who face varied challenges in their daily operations while representing the Corps to our customers and the community. In the words of one MI: ". . . the people we met at the projects and field offices were most impressive to me. They are true leaders. Yes, standing inside a 25 foot diameter penstock at Chief Joseph Dam is also impressive but the people are more outstanding yet."

CORE TRAINING CURRICULUM

MIs have an active voice in determining which topics will be studied. The following is a list of potential topics:

- Leadership
- Interpersonal Communications
- Decision Making
- Managing Change
- Performance Evaluation/Management
- Coaching/Counseling/Mentoring Skills
- Building Effective Team Skills
- Conflict Management and Resolution
- Ethics
- Presentation Techniques
- Systems Thinking
- Federal Budget Process
- Continuous Improvement and Customer Service

DISTRICT LEADERSHIP/MANAGEMENT

To provide insight into executive level decision making, MIs attend District Staff Meetings. The District Engineer provides special briefings on topics of interest, conducts round table discussions with the MIs and meets one-on-one with individual MIs

during the year. As events permit, MIs meet with visiting dignitaries, such as the Division Engineer, officials from HQUSACE and customer agency officials.

LEADERSHIP OPPORTUNITIES

In addition to studying leadership, during the course of the year there are many opportunities for the MIs to practice and demonstrate their leadership skills as they organize MI activities and work on team projects.

MENTORING

It is the rare leader, manager or executive who did not receive valuable help along the path of career development from one or more mentors. For this reason, each MI will participate in a mentoring relationship with a senior District manager. The mentor will serve as a counselor, information provider, friendly critic, interpreter of organizational policies and politics, sounding board and link to the pulse of the organization.

TEAM PROJECTS

Leadership "theory" and "practice" meet face-to-face as the MIs form teams to work on projects which focus on challenges and opportunities facing the Seattle District. The teams identify projects and advocates, develop project proposals, identify required resources, develop timelines, gain approvals, prepare project reports and recommendations and brief the Commander and District leaders. Projects currently underway include "Corps of Engineers as a Design/Build Firm," "Team Accountability," Davis-Bacon Act Labor Program," and "New Employee Sponsorship Program and Guidance."

YEAR- END RETREAT

The year's activities conclude with a one-day retreat for additional reflection, introspection and planning for future personal development.

FUNDING

The District Executive Team (DET) arranges funding for tuition which is approximately \$5,500.00 per MI. Nominating organizations fund salaries and some costs associated with site visits and team projects. All qualified employees will be considered for this training without regard to funding considerations in their organizations.

APPLICATION PROCEDURES

Employees in the target audience wishing consideration for the MI Program are requested to submit the following documents, through supervisory channels, to the CPAC (CENWS-HR) by 21April 2000:

- DA Form 2302-R, Civilian Career Program Qualification Record.
- A six-page application for 2000-2001 Seattle District MI Program which is included with this announcement.
- In addition, employees with duty stations outside of Seattle please specify whether you would prefer a temporary reassignment to the District Office, monthly travel to Seattle or other suitable arrangements, all subject to the prior approval of the nominating Division/Office Chief.

Potential applicants in the Seattle-Tacoma area are encouraged to attend an informational briefing on the MI Program which will be announced in the "Quickread" on e-mail.

Employees stationed outside the Seattle-Tacoma area who would like to receive a briefing are encouraged to contact Judy Smith, (206)764-3737 upon receipt of this announcement. Several of our past and present MIs regularly travel to the field so it may be possible to arrange special briefings at operating project and construction offices.

EVALUATION AND SELECTION PROCESS

If the number of applications received significantly exceeds 20, the MI Program Steering Committee will serve as a rating panel and will evaluate applications based on the following:

- Interest in participating in the MI Program as evidenced by the written statement of interest.
- Ability and potential to lead and manage based on applicant's written statement.
- Assessment of the appropriateness of MI training to applicant's occupation at this stage in his/her career-development.
- Commitment to engage in an intensive process of self-reflection and leadership development.
- Interest in engaging in collaboration and group processes dealing with organizational changes and issues.

Ratings will be based on information provided in the applications. The rating panel will identify a best qualified group of approximately 20 candidates. Each applicant in the Best Qualified Group will be afforded the opportunity to meet with the MI Selection Panel for up to three minutes to express interest in the MI Program. Final selections will be made by the Commander. The criteria for the final selections are the same as above.

EQUAL EMPLOYMENT OPPORTUNITY

All members of the target audience will receive consideration for this developmental opportunity without regard to race, religion, color, national origin, sex, age, handicapping conditions, political affiliation or any other non-merit factor.

ACCOMMODATIONS FOR DISABLED EMPLOYEES

The U.S. Army Corps of Engineers makes every effort to ensure accessibility to our training programs by employees with disabilities. Please notify HR of any special provisions which may be necessary.

TIMETABLE

| ACTIVITY | <u>DATES</u> |
|---|-----------------|
| Informational Briefing | To be announced |
| Application Deadline Applicants address the | 21 April 2000 |
| MI Selection Panel | April/May 2000 |
| Selections Announced | May/June 2000 |
| Participation in Corps Day Program | 23 June 2000 |
| Orientation Session | 12 July 2000 |
| Initial Retreat | 18-20 July 2000 |
| Field Trip | 14-18 Aug 2000* |
| Program Concludes | June 2001 |
| | |

^{*}Timing of the field trip will be finalized a the orientation session.

All applicants must understand that if selected for the MI program, they will be expected to participate in these events -- no exceptions. We urge applicants to review this timetable with family members/significant others to avoid possible conflicts with vacations and family events.

INFORMATION AND ASSISTANCE

Questions may be directed to Judy Smith at (206) 764-3737, CPAC (CENWS-HR). An additional Point of Contact (POC) for assistance with the application materials is Carrie Barnes, (206)764-3617.

SEATTLE DISTRICT MI PROGRAM

2000-2001 Supplemental Applicant Questionnaire Privacy Act Notice

Individuals asked or required to furnish personal information are advised of the following:

AUTHORITY: 5 U.S. Code 3302

<u>PURPOSE AND USES</u>: Your completed questionnaire will be reviewed solely in conjunction with the selection process for the Seattle District MI Program.

EFFECTS OF NONDISCLOSURE: Personal information provided is given on a voluntary basis. Failure to do so, however, may result in ineligibility for participation in this training.

| Applicant's Name (Last, First | , Middle): | |
|--|-------------------|---|
| Position Title, Series, Grade: _ Division or Separate Office: _ | | · |
| Office Symbol: | Telephone Number: | |

INSTRUCTIONS FOR COMPLETING SUPPLEMENTAL APPLICANT QUESTIONNAIRE

The purpose of this application is to gather information concerning your motivation for participating in the MI Program and the degree to which you possess the abilities and potential required for success in the MI Program. Please assemble your application package as follows and deliver it to the CPAC (CENWS-HR) by 21 April 2000.

- 1. Include this page as your coversheet.
- 2. Complete and attach the Statement of Interest sheet (Application Page 2).
- 3. Complete and attach the Ability to Lead/Manage sheet (Application Page 3).
- 4. Request your immediate supervisor to assist you in completing the Assessment of Appropriateness of Training to Occupation at this Stage in Career sheets (Application pages 4 and 5) and attach.
- 5. Sign the Certificate of Understanding sheet (Application Page 6), obtain required signatures and attach.
- 6. Attach your DA Form 2302-R.
- 7. Field employees attach a statement regarding preference for a temporary reassignment to the District Office or monthly travel to Seattle.

Do not attach copies of awards, performance appraisals, letters of recommendation or other similar documents. If using ball point pen, <u>only use black ink</u> as blue ink does not photocopy clearly.

Application Page 2 of 6

SEATTLE DISTRICT MI PROGRAM

Statement of Interest in the MI Program

Instructions: Discuss in 300 words or less, why you want to be a participant in the Seattle District MI Program.



SEATTLE DISTRICT MI PROGRAM

Ability to Lead/Manage

Instructions: Provide a synopsis of your background, including outside activities, nt

| which will show possession of the ability to lead and/or manage and a specific recen accomplishment which you believe best reflects your possession of the ability. |
|---|
| BACKGROUND SYNOPSIS: |
| |
| |
| |
| ACCOMPLISHMENT: |
| Problem or objective: |
| |
| What I actually did and when (approximate dates): |
| |
| |
| |
| |
| |
| What the outcome was: |
| |

Chief, Div/Sep Office

SEATTLE DISTRICT MI PROGRAM

ASSESSMENT of APPROPRIATENESS of TRAINING to OCCUPATION AT THIS STAGE IN CAREER

| Applicant's Name (Last, First, | Middle): | | | |
|---|----------------|----------------|---------------|-------------------|
| Instructions: The immediate su and Division or Office Chief, c immediate supervisor, second I complete item two. | completes item | one in the spa | ace provided | d. The applicant, |
| 1. Please describe the reasons participation in the Seattle Disbenefit. | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| 2. Please rate the extent to wh | - | | - | |
| occupation at this stage in his/ | | lopment. Exp | planations of | f "Critical" and |
| "Not Appropriate" ratings are | required. | | | |
| Rater | Critical | Important | Desirable | Not Appropriate |
| Applicant | | | | |
| Immediate Supervisor | | | | |
| 2nd Level Supervisor | | | | |

SEATTLE DISTRICT MI PROGRAM

Continuation - Assessment of Appropriateness of Training to Occupation At This Stage in Career

| 3. Reasons for ratings of "Critical" and | "Not Appropriate": | |
|--|--------------------|--|
| Applicant: | | |
| | | |
| | | |
| Immediate Supervisor: | | |
| | | |
| | | |
| Second Level Supervisor: | | |
| | | |
| Chief Division on Compute Office. | | |
| Chief, Division or Separate Office: | | |
| Signature of Applicant: | Date: | |
| Immediate Supervisor: | Date: | |
| Second Level Supervisor: | Date: | |
| Chief, Div/Sep Office: | Date: | |

SEATTLE DISTRICT MI PROGRAM

Certificate of Understanding by Applicant's Supervisor/Managers

We fully understand that the nomination of an employee to the MI Program carries with it a commitment to ensure that the employee's work schedule will be adjusted to permit full participation in all formally scheduled MI Program activities. It is further understood that MI Program activities will take priority over regular work performed by the employee.

| Immediate Supervisor: | Date: | | |
|---|-------|--|--|
| Second Level Supervisor: | Date: | | |
| Chief, Div/Sep Office: | Date: | | |
| Certificate of Understanding by Applicant | | | |
| I agree to fully participate in all MI activities including the completion of the Myers-Briggs Type Indicator and sharing of the results of this inventory and other formal feedback with the group, readings, reflective essays, team projects and other assigned work. I understand that I will be part of a learning group and responsible for supporting both my learning and that of the group. I also understand that I will be expected to devote an average of six hours a week of my own time for evening meetings, reading, studying, and working on team projects. | | | |
| Further I have considered my expected workload for the coming year and have communicated with project managers/team members who may be impacted by my involvement in the MI program to allow maximized opportunity for planning to minimize any identified impacts to project execution. | | | |
| Signature of Applicant: | Date: | | |

SEATTLE DISTRICT MIs*

Class of 1999-2000

| Victor Ramos | Bernie Hargrave | Ken Brownell |
|--------------------------------|-----------------------------------|---|
| Programs & Project | Programs & Project | Engineering/Construction |
| Management Division | Division | |
| Jeffrey F. Dillon | Tom Lavender | Dru Butterfield |
| Programs & Project | Engineering/Construction | Operations Division |
| 9 | 2 | Operations Division |
| Management Division | Division | |
| Lynn Forbes | Dennis Scalf | Bruce Sexauer |
| Lymi i orocs | | |
| Office of Counsel | Engineering/Construction | Programs & Project |
| • | Engineering/Construction Division | Programs & Project Management Division |
| Office of Counsel | Division | Management Division |
| Office of Counsel Pamela Amie | Division Greg Gervais | Management Division Muffy Walker |
| Office of Counsel | Division | Management Division |
| Office of Counsel Pamela Amie | Division Greg Gervais | Management Division Muffy Walker |

Class of 1998-1999

| Shelley Barringer | Fred Brown | Beth Coffey |
|--|--|---|
| Engineering/Construction | Engineering/Construction | Programs & Project |
| Division | Division | Management Division |
| Lori Danielson | John Dirkman | Brent Dvorak |
| Information Management | Programs & Project | Engineering/Construction |
| Office | Management Division | Division |
| Kathy Hacker Operations Division | Mark Jenson Operations Division Chief Joseph Project | Travis Shaw Engineering/Construction Division |
| Gary Smit Operations Division Chief Joseph Project | Stephanie Stirling Operations Division | Anita Wong Engineering/Construction Division |

SEATTLE DISTRICT MIs* Class of 1997-1998

Carrie Barnes Marney Mason Bill Thibadeau
Info. Mgmt. Ofc. Info. Mgmt. Ofc. Operations Division

Kimberly Calhoun Kelly Morgan Rod Whitinger Construction Engineering Division Chief Joseph Dam

Neil Jacobson Christian Yaden Corinne Murphy Chief Joseph Dam Engineering Division Engineering Division

Kira Lynch Susan Smith Anderson Pam Yorozu
Engineering Division Human Resources Office Engineering Division

Class of 1996-1997 "Centennial Class"

Brian Applebury Joseph Duncan Kent Paul Operations Division Real Estate Division Contracting Division

Richard Baker William Moore Audrey Shaw
Construction Division Resource Mgmt. Office Executive Office

Michael Bevens Karen Northup Olton Swanson
Programs & Project Mgmt. Engineering Division Engineering Division

Steven Dice Phil O'Dell Michael Redfield Information Mgmt. Office Engineering Division Office of Counsel

Colonel Donald T. Wynn Executive Office

Class of 1995-1996

Dennis Fischer Kathy Kunz David Roden
Engineering Division Engineering Division Engineering Division

Wanda Gentry Craig Lykins Les Soule

Real Estate Division Hiram Chittenden Locks Engineering Division

Doris Goulet Mary Mitton Bill Twomey

Programs & Project Mgmt. Contracting Division Information Mgmt. Office

David Green Jon Olson

Engineering Division Mud Mountain Dam

Class of 1994-1995

Cheryl Anderson Alan Coburn Hiroshi Eto

Contracting Division Programs & Project Mgmt. Programs & Project Mgmt.

Patricia Graesser Kelly Gustafson Edward Kutch

Public Affairs Office Operations Division Engineering Division

Jefferey Laufle Leslie Malek Lawrence Mann
Engineering Division Information Mgmt. Office Engineering Division

Stephen Miller James Nakamoto Paul Reh

Engineering Division Engineering Division Construction Division

Class of 1993-1994

Arill Berg Sven Lie Cynthia Nielsen
Ft. Lewis Area Office Engineering Division Engineering Division

Derek Chow Jim Mahar Ed Reynolds
Engineering Division Information Mgmt. Office Chief Joseph Dam

Rose Espinoza Rick Moshier Glen Singleton
EEO Office Engineering Division Engineering Division

Diane Lake Ann Uhrich

Public Affairs Office Operations Division

SEATTLE DISTRICT MIs*

Class of 1992-1993

Marianne Anderson Jill Gough Thomas Poole

Information Mgmt. Office Engineering Division Engineering Division

Steven Babcock Kathy LeProwse Doug Ramsey

Engineering Division Engineering Division Ft. Lewis Area Office

Ginny Dierich Anil Nisargand Bob VanMeer

Engineering Division Engineering Division Chief Joseph Dam Project

Denny Dodge Bob Parry

Spokane Area Office Operations Division

Class of 1991-1992

Patricia M. Bauccio Mark Ohlstrom Jim Waller

Information Mgmt. Office Engineering Division Programs & Project Mgmt.

Office

Christine Engler John Post Dawn Wiedmeier

Engineering Division Hiram M. Chittenden Locks Hiram M. Chittenden Locks

Lisa Kaiser Philip Stoa Stephen Wright

Engineering Division Construction Division Operations Division

Barbara Maciejewski Olton Swanson

Programs & Project Mgmt. Division Engineering Division

Class of 1990-1991

Michael Bowlus Henry Payne Robert Newbill
Engineering Division Ft. Lewis Area Office Operations Division

Vicki Green Wayne Wagner Susan Waidman

Contracting Division Engineering Division Public Affairs Office

Robert Monson Noel Gilbrough Simon Yang
Engineering Division Engineering Division Value Engineering Office

Deborah Knaub
Operations Division

Class of 1989-1990

Robert Beach Patricia Dice Brad Luton
Engineering Division Real Estate Division Engineering Division

L.E. Bender Steve Foster Bob Rawson
Information Mgmt. Office Engineering Division Operations Division

Ronald Bush Lloyd Harlow Bill Winblade
Engineering Division Ft. Lewis Area Office Engineering Division

Paul Komoroske Operations Division

Class of 1988-1989

Larry Brown Mary Pritchard Karen Northup Chief Joseph Dam Project Information Mgmt. Office Operations Division

DiAnne Fuhrwerk Doyle Saito John Rogers
Personnel Office Spokane Area Office Construction Division

Phyllis Nicholas James Clark Frederick Weinmann Ft. Lewis Area Office Engineering Division Engineering Division

Ernie Gomez, Jr. Engineering Division

SEATTLE DISTRICT Mis* Class of 1987-1988

Dwight BurnsSiri NelsonThomas MuellerEngineering DivisionOffice of CounselOperations Division

John Haddick Sandra Simmons Gerald Rice

Ft. Lewis Area Office Construction Division Engineering Division

Lawrence Merkle Samuel Casne John Welch

Engineering Division Operations Division Engineering Division

Ernie Manjares Construction Division

Office

Division

*Note: Organization affiliations at the time of participation in MI Program

SEATTLE DISTRICT MI PROGRAM STEERING COMMITTEE

Karen Northup Kathy LeProwse Carrie Barnes

Executive Office Programs & Project Resource Management

Management Division

Lori Danielson Thomas Mueller Shelley Barringer

Information Mgmt. Office Operations Division Engineering/Construction

Division

Phil O'Dell Judy Smith Diane Lake

Engineering/Construction Civilian Personnel Public Affairs Office

Advisory Center

Wanda Gentry Rose Espinoza Gary Smit

Real Estate Division EEO Office Operations Division

"WHAT THIRD WAVE EMPLOYERS INCREASINGLY
NEED...ARE MEN AND WOMEN WHO ACCEPT
RESPONSIBILITY, WHO UNDERSTAND HOW THEIR WORK
DOVETAILS WITH THAT OF OTHERS, WHO CAN HANDLE
EVER LARGER TASKS, WHO ADAPT SWIFTLY TO CHANGED
CIRCUMSTANCES, AND WHO ARE SENSITIVELY TUNED IN
TO THE PEOPLE AROUND THEM."

- Alvin Toffler, The Third Wave



APPENDIX B

GLOSSARY OF DEFINITIONS

- 1. Contract Program Administration This individual administers all aspects of the day-to-day operation of the MI Program for the contractor and is responsible for: program planning; development, and administration; coaching. counseling and advising interns; facilitating MI activities; organizing mentoring program; maintaining liaison with MI Committee; and evaluating the effectiveness of A Program activities.
- 2. Construction Offices: The Seattle District Corps of Engineers is responsible for both military and civil works construction activities which are administered through construction offices. Examples: Spokane Area Office, Spokane, Washington; Ft. Lewis Area Office, Tacoma, Washington.
- 3. Commander: The "Chief Executive Officer" for the Seattle District Corps of Engineers is a Colonel who is known to his staff as the Commander and to the general public as the District Engineer.
- 4. Executive Leadership: This term is used to refer to the Chiefs of the Division and Separate Offices which comprise the Seattle District Corps of Engineers. Examples would be the Chief, Construction Division, Chief, Real Estate Division, and Chief, Contracting Division. There are 20 executive level leaders in the Seattle District.
- 5. Graduation Ceremony: The year's A activities culminate in a graduation ceremony which is conducted in mid-June. It has traditionally been conducted on an evening from 6 p.m. to 9 p.m. The purpose of the event is to recognize the achievements of the MIs and to celebrate the success of the year's activities. MIs, their significant others, A Committee members, the executive leadership, mentors and supervisors of the As are invited to participate in this fun-filled evening which includes speeches, a special dinner and presentation of graduation certificates by the District commander.
- 6. Mentors: Each MI selects a mentor who is a District Manager or leader. The primary objective of the mentoring, program is to assist the MIs in broadening their knowledge of the culture of the organization, including formal and informal channels of communication and influence. Mentors are also available to listen, provide advice, assistance, moral support and consultation.
- 7 . Management Intern (MI) Committee: This committee consists of Representatives from throughout the Seattle District who develop the overall goals, objectives and guidelines for the MI Program. The MI Committee is the primary point of contact for the Contract Program Administrator. and provides advice and assistance to the Contract Program Administrator. The MI Committee also serves as the link between the executive leadership, the interns, and the Contract Program Administrator. The MI Committee provides advice and assistance to the MIs, and evaluates all phases of the MI Program.

- 8. Management Interns (MIs): Management Interns are Seattle District employees who are currently serving in, or have been identified as having high potential for movement to, leadership/management positions and who have applied for and been competitively selected for the Management Intern Program. They have ranged in age from the late twenties to early fifties. They are college educated, typically serving in grades GS-11 through GM-13, and come from a variety of career fields including science, engineering and administration.
- 9. Management Intern Program Announcement: Each year the Management Intern Program is announced to all employees through a competitive training opportunity announcement which describes the program and application procedures.
- 10. North Pacific Division: The Seattle District reports to the North Pacific Division, which in turn reports to Headquarters, U.S. Army Corps of Engineers (See Appendix F).
- 11. Operating Project Office: The Seattle District operates projects such as dams and locks. These are referred to as operating projects. Examples include the Lake Washington Ship Canal and Chief Joseph Dam.
- 12. Seattle District: The Seattle District Corps of Engineers conducts environmental and engineering studies, prepares designs for, and constructs military and civil works facilities; operates and maintains flood control, river and harbor, and hydropower projects; administers the laws for protection and preservation of navigable waters and wetlands of the United States; acquires, manages, and disposes of civil works and military real estate;

Idaho; assists the Environmental Protection Agency in administering the municipal wastewater treatment construction grants program; and performs emergency natural disaster services and other functions assigned by law (See Appendix F).

- 13. Team Project: The team project functions as a focus for information being provided by the classroom experts and a way of internalizing that information in a small group. This hands-on project requires participants to focus on a real issue. It challenges their knowledge of the environment in which the Corps functions, their innovation and creativity in generating possible solutions, their management awareness and skills in implementing alternative solutions and team effectiveness in developing the entire project. The Commander approves the projects and the MIs brief him and the executive leadership on the results at the end of the MI year. Senior managers serve as Project Advocates and guide and assist the interns (See Appendix C).
- 14. U.S. Army Corps of Engineers: The Corps of Engineers is responsible for a wide range of civil and military engineering missions that include water resources management and design, and construction of a variety of structures. The agency employs approximately 40,000 and is headquartered in Washington, D.C. The history of the Corps of Engineers is highlighted by such accomplishments as construction of the Panama Canal, development of the first atomic bomb, and construction of the St. Lawrence Seaway (See Appendix F).



APPENDIX C

GUIDELINES FOR MANAGEMENT INTERN TEAM PROJECTS

Purpose of Projects is to provide a meaningful training/developmental exercise while at the same time producing something useful. Specifically the project should be designed to provide:

- * A group effort that fosters teamwork.
- * A learning experience that results in an in-depth exposure/education to processes, procedures or issues critical to Seattle District.
 - * Systematic experience in research/data gathering, analysis/interpretation, and presentation of results.
- * A product of direct and clear benefit to the District.

Subject Matter can be literally anything relevant to the mission, functions, personnel, policy, or procedures of the Seattle District. Team members should not start out so well versed in the subject matter as to obviate the learning opportunity. Topic should be something MIs are genuinely interested in pursuing.

Scope should be sized to assume thorough and complete achievement of project objectives. Don't attempt unrealistic objectives relative to time and resource constraints. Emphasis will be on implementable recommendations or usable products - not dependent on further study.

Group Size should be large enough to require application of teamwork concepts. but small enough to require all team members to be involved in the full gamut of project activities. Three to four people is the recommended size.

Topic approval process is aimed at assuring the above mentioned purposes are met and not trying to exercise censorship. The MIs should utilize any process that they desire to arrive at groupings of people (teams) with common interest and enthusiasm in specific potential projects. Each team will:

- * Identify and obtain support from an NPS "Topic Advocate" who would be a logical proponent of the project. Refine project scope and outcome with proponent.
- * Make a "concept presentation" to the MI committee for constructive guidance and will include:
 - * topic description
 - * reasons for choice
 - * synopsis of approach
 - * estimation of outcome/products
 - * resources required
 - * identification of topic advocate

 * Make a presentation of topic to Commander, Division and Separate Office chiefs for approval by DE.

Completion of MI program requires completion of team project and will include:

- * A professional written report jointly prepared by the team members.

 Format, style, and structure is open.
 - * Formal group presentation to Commander, Division, and Separate Office chiefs. MIs will arrange and host the presentations.
- * Above requirements must be completed before the scheduled graduation date.

The MI Committee does not intend to constrain useful innovation and imagination. Requests to deviate from this guidance will be entertained.



Appendix D

Sample Calendar of Events

April - May

Select Management Interns

June

One Day Orientation
Introduction to Program and University

Establishment of group norms
 Preparation for Opening Retreat
 Learning Styles Inventory

Opening Retreat

Understanding leadership style (Myers

Briggs Type Indicator)

Getting to know each other
Discussion of leadership
Individual Development Planning

Mentoring

August

Site Visits

September

Class Topic: The Corps of Engineers as a System
Finish work on IDPs
Discuss Mentoring/Visit with Mentors

October

Class Topic: Interpersonal Communications

Discussion of team projects, preliminary research into project

ideas

November

Class Topic: Building Effective Teams

Select team projects

December

Class Topic: Leader and Manager: Differences/Similarities

Review Progress on IDP's

Class Topic: The Quality Perspective: Increasing Customer Responsiveness January

Class Topic: Understanding the Federal Budget February

March Class Topic: Leadership: A Discussion with Senior Corps Leaders

April

Class Topic: Presentation Skills
Field Trip to North Pacific Division, Portland, OR

May

Class Topic: Managing Change

Team Project Presentations to Commander & District Leaders

June Class Topic: Career and Transition Planning

Closing Retreat
 Graduation Ceremony (Banquet Celebration)

MI.198

APPENDIX E

READINGS

BOOKS:

Warren Bennis and Burt Nanus, Leaders: The Strategies for Taking Charge,

Peter Block, The Empowered Manager.

William Bridges, Transitions.

Robert Bolton, People Skills.

Steven R. Covey, The 7 Habits of Highly Effective People.

James Kouzes and Barry Posner, The Leadership Challenge.

Peter Scholtes, The Team Handbook, (excerpts)

Peter Senge, The Fifth Discipline. (excerpts)

Peter Vaill, Managing as a Performing Art. (Chapter 1)

ARTICLES FROM:

Harvard Business Review

Organizational Dynamics

Collection of articles on Mentoring

NOTE: CONTRACTORS MAY RECOMMEND USE OF OTHER READINGS.

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CHAIN OF COMMAND



